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course also in the "Case of Supervisors of Elections," 114 Mass. 247, and *Foreman v. Commrs.*, 64 Minn. 371. But while these cases approve the majority rule, they have in practically all instances been offices which were clearly not connected with the judiciary in nature. The principal case is seemingly with the majority holding, in so far as it is not dependent on its peculiar state constitution. It presents a rule hard of application, in that it must depend so largely on the individual case and is certainly open to weighty argument in opposition. See dissenting opinion of ELLIOTT, C. J., in *State ex rel. Yancey v. Hyde*, 121 Ind. 20.

**CONVERSION—RETURN OF GOODS AS DEFENSE.**—The appellant bank effected a seizure of cordwood under an attachment which was dissolved and dismissed without any order for the disposition of the property, and thereupon the attachment defendant and another brought trover against the bank, the sheriff, and his sureties. *Held*, that judgment for the plaintiff for the full value of all the wood was erroneous, because 1 SAYLES, TEXAS CIVIL STATUTES, Title 10, § 216, provide that upon dissolution of attachment for any reason, the court may at its own motion or upon request of either party direct a return of the goods to the debtor, and since in this case it seems that one of the plaintiffs had acquired possession of the goods there was no conversion. *First State Bank of Hamlin et al. v. Jones & Nixon* (Tex. Civ. App. 1911) 139 S. W. 671.

It is generally held that conversion is complete as soon as goods are unlawfully appropriated, and subsequent return or regaining of possession may be proved by the defendant in mitigation of damages but not as a bar to the action. 1 SUTHERLAND, DAMAGES, Ed. 3, § 156, and Vol. 4, §§ 1138 to 1141 et seq. There are similar statutes in several states concerning the dismissal of attachment proceedings, but we have been unable to find any decisions like this under these statutes. This court in a former case, *Terry v. Webb* (Tex. Civ. App.) (not officially reported), 96 S. W. 70, said: "The provisions of this statute operate as a release of damages for making the levy, which statute being in derogation of the common law, as announced in the cases (cited in opinion), by a familiar rule of construction will not be extended to claims otherwise made." Some other cases under statutes similar to the one in Texas are *Jackson v. Burnett*, 119 N. C. 195, 25 S. E. 858, holding that, under a statute providing for the redelivery of the attached property to the defendant upon the discharge of the attachment, the defendant is not entitled to the property where he has transferred his interest pending attachment; and *Morawitz v. Wolf*, 70 Wis. 515, a case under a statute requiring an order to be entered that the property attached be delivered to the defendant upon a dissolution of the attachment, holding that an order to the defendant's assignee is irregular, as the order must be given to the defendant even though such order would be inoperative.

**CONVEYANCING—GRANTEE'S NAME LEFT BLANK.**—Plaintiff engaged to give a contractor a deed to certain land in question upon his presenting receipts for the labor expended and material used in the construction of a building for